

	State of South Carolina Amendment 1	Solicitation Number:	5400002660
		Date Issued:	Feb. 17, 2011
		Procurement Officer:	Daniel W. Covey
		Phone:	(803)737-0674
		E-Mail Address:	DCOVEY@mmo.sc.gov

DESCRIPTION: **Furnish and Deliver New Wood Furniture Throughout South Carolina**

USING GOVERNMENTAL UNIT: **Statewide Term Contract**

The Term "Offer" Means Your "Bid" or "Proposal". Unless submitted on-line, your offer must be submitted in a sealed package. Solicitation Number & Opening Date must appear on package exterior. See "Submitting Your Offer" provision.

SUBMIT YOUR SEALED OFFER TO EITHER OF THE FOLLOWING ADDRESSES:

MAILING ADDRESS:

Materials Management Office
PO Box 101103
Columbia SC 29211

PHYSICAL ADDRESS:

Materials Management Office
Capital Center
1201 Main Street, Suite 600
Columbia SC 29201

SUBMIT OFFER BY (Opening Date/Time): **03/03/2011 11:00 AM**

(See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **02/14/2011 5:00 PM**

(See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: **One (1) original in hard copy, one (1) electronic copy (See MAGNETIC MEDIA -- REQUIRED FORMAT – Section II B), , one (1) redacted copy in hard copy and one (1) redacted electronic copy if applicable (see SUBMITTING CONFIDENTIAL INFORMATION – Sec. II A and SUBMITTING REDACTED OFFERS – Sect. 4.)**

CONFERENCE TYPE: **Not Applicable**
DATE & TIME:

LOCATION: **Not Applicable**

(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)

**AWARD &
AMENDMENTS**

Award will be posted on **03/10/2011**. The award, this solicitation, any amendments, and any related notices will be posted at the following web address: <http://www.procurement.sc.gov>

Unless submitted on-line, you must submit a signed copy of this form with Your Offer. By submitting a bid or proposal, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date.

(See "Signing Your Offer" and "Electronic Signature" provisions.)

NAME OF OFFEROR

(full legal name of business submitting the offer)

Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.

AUTHORIZED SIGNATURE

(Person must be authorized to submit binding offer to contract on behalf of Offeror.)

TAXPAYER IDENTIFICATION NO.

(See "Taxpayer Identification Number" provision)

TITLE

(business title of person signing above)

STATE VENDOR NO.

(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)

PRINTED NAME

(printed name of person signing above)

DATE SIGNED

STATE OF INCORPORATION

(If you are a corporation, identify the state of incorporation.)

OFFEROR'S TYPE OF ENTITY: (Check one)

(See "Signing Your Offer" provision.)

☐ Sole Proprietorship

☐ Partnership

☐ Other _____

☐ Corporate entity (not tax-exempt)

☐ Corporation (tax-exempt)

☐ Government entity (federal, state, or local)

AMENDMENT 1

Fixed Price Bid #5400002660

DESCRIPTION: Furnish and Deliver New Wood Furniture Throughout South Carolina

USING GOVERNMENTAL UNIT: Statewide Term Contract

AMENDMENTS TO SOLICITATION (JAN 2004)

(a) The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: www.procurement.sc.gov (b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. (c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged. [02-2A005-1]

Vendor Questions and Answers

Vendor #1

1. If none of the information within our response is considered CONFIDENTIAL or TRADE SECRET the 2nd redacted copy required or is the original hard copy and original electronic copy sufficient?
Answer: If nothing in your offer is considered CONFIDENTIAL or TRADE SECRET, then a redacted copy is not required and the original hard copy and original electronic copy are sufficient. If you have nothing to redact, please provide a brief statement to that effect in your offer.
2. Can task/ergonomical and lounge seating be submitted and ordered under this contract if there is no exposed wood?
Answer: If the items have a wood frame then they may be submitted and ordered under this contract. See **3.3 Exclusions from Contract** in the Fixed Price Bid document for a list of excluded items (p.14)
3. If task seating and lounge are approved to be part of this contract and the series falls in the 10+ Warranty category required for Top to Mid-Grade quality with the exception of high wear parts such as pneumatic cylinders, swivel arm pads, fabric can these be categorized as Top to Mid-Grade or would they have to fall in the Added/Economical category? The frames and seating controls offer the 10-year warranty.
Answer: These items would have to fall in the Added/Economical category unless offeror will extend the warranty period to cover high wear parts for ten years or more.
4. Please clarify Payment on page 25 – does this mean all orders must be submitted as and remain as ship complete orders? EXM: An ordered desk is in stock and can ship immediately,

however the chair is made to order and cannot ship immediately. Do we have to hold the desk until the entire order can ship?

Answer: Payment cannot be made on partial deliveries.

5. Page 31, RE: Default (b) – makes note that if the State terminates the contract, it may acquire supplies or services similar to those terminated and the Contractor will be liable for any excess costs. Can this provision be struck completely or a limit be added, that it will not exceed certain %, ex.: 10%?

Answer: No, this provision cannot be struck or limited. Historically, the state has not terminated any furniture contracts in the last five-years for default.

6. Is there any option to red-line any of the terms and conditions? If so, what is the time frame for those negotiations to take place with the state?

Answer: No, there is not an option to red-line any of the terms and conditions. Offerors who take exception to any of the terms and conditions will not be considered for award.

7. Can dealers outside of South Carolina be approved and added as an authorized dealer if they meet the criteria of the bid?

Answer: Yes, however, the manufacturer will be responsible for the performance of all dealers so they must be able to service the counties for which they are selected.

8. Page 29, notes the administrative fee created is calculated against receipts – please clarify, is this receipt of purchase order or receipt of payment?

Answer: The administrative fee is calculated against receipt of payment unless offeror requests that the fee be calculated against orders after contract award (see “Notice” on the top of page 29 of the fixed price bid document.)

Vendor #2

In reviewing the SC solicitation 5400002660, we have two questions:

1. Do we need to submit a hard copy of our price list/catalog? We will submit an electronic version as discussed in Section 4.4, but were not sure about the hard copy.

Answer: Do not submit a hard copy of pricing; an electronic version is all that is required.

2. We don't know what you mean by “redacted hard copy” mentioned on the cover page and page 20. Can you clearly explain?

Answer: A redacted copy is a copy with all information the offerors considers to be considered CONFIDENTIAL or TRADE SECRET removed. If nothing in your offer is considered CONFIDENTIAL or TRADE SECRET, then a redacted copy is not required. If you have nothing to redact, please provide a brief statement to that effect in your offer.

Vendor #3

1. The State has established the following minimum discounts from list prices shown in Manufacturer's Standard Catalog for consideration of award:

55% - Purchase Orders with Dock Delivery specified

48% - Purchase Orders with Inside Delivery specified

41% - Purchase Orders with Inside Delivery and Installation specified

Because we hold a Federal General Services Administration (GSA) contract, we are not able to exceed the pricing, which we sell to the Federal Government. Our current GSA contract is the equivalent to a 51.9% discount off list price, FOB: Origin (plus freight). We would really like to be able to have the chance to have a contract with the State of South Carolina, but we would

not jeopardize losing our Federal GSA contract. Can you tell me if you have any exceptions to this discount structure for manufacturers who have Federal GSA contracts?

Answer: The State does not have any exceptions to this discount structure for manufacturers who have Federal GSA contracts.

Vendor #4

1. It is my understanding that the Price List is to be sent only on a CD according to section 4.4 of the Bid Document. I just wanted to clarify that it does not need to be sent as a hard copy along with the required pages of the bid and any Amendments as requested.

Answer: Do not submit a hard copy of pricing; an electronic version is all that is required.

Vendor #5

1. Do I submit the entire solicitation or just certain pages with the attachments?

Answer: Please submit the entire solicitation

Vendor #6

Allsteel would like to request clarification with regard to the following items:

1. Page 13 of the solicitation states: Bid prices will be expressed as a “PERCENT DISCOUNT OF MANUFACTURER’S CURRENT LIST PRICE.” The percent discount will remain fixed for the initial contract period plus all exercised option periods.

Page 25 of the solicitation states: Except as otherwise provided in the solicitation, contractor’s price shall be fixed for the duration of this contract, including option terms.

Can you please advise which statement applies? Are vendors required to provide fixed pricing (discounts and list pricing) for the duration of the contract, including option terms OR are vendors required to provide fixed discounts for the duration of the contract, including option terms?

Answer: Offerors are required to provide fixed discounts for the duration of the contract, including option term, however, deeper discounts may be offered throughout the contract and option terms.

Vendor #7

1. (Reference page 29, “Notice”)
Are we allowed to note that we will be requesting a change order to substitute a different administrative fee clause for this contract or is that only permitted within 30 days after the final award?

Answer: Yes, offerors may note that they will be requesting a change order to substitute a different administrative fee clause for this contract; however, a change order will not be issued until after award.

2. Are additional services such as design/layout and project management allowed under this contract?

Answer: No, additional services such as design/layout and project management are not a part of this contract.

3. If the above services aren’t authorized as part of the resulting Wood Furniture contract, would these be allowed as open market services on a purchase order under this contract?

Answer: If there is a fee for these services, they would have to be procured in accordance with the SC Procurement Code (for state agency purchases). In the case of other qualifying entities (such as municipalities and towns), services would have to be procured by whatever procurement code governs their purchases.

4. (Reference page 30) If we are unable to guarantee a 30-day notice of a change or cancellation to our Contractor's Liability Insurance policy, is it acceptable that we notify the state as soon as practicable once we are aware of a change or cancellation.

Answer: If notification of a change or cancellation to Contractor's Liability Insurance policy occurs later than 30-days after the change or cancellation, the State reserves the right to seek documentation stating when the contractor was made aware of the change. Generally, this office is the only office that needs to be notified of changes to insurance.

5. (Reference Page 31) Under Default Section, Item 2) b – would we be able to add an upper limit on "excess costs" by adding the verbiage "not to exceed x% of purchase price to the State of items in default" following the word "costs?"

Answer: No, this provision cannot be changed or limited. Historically, the state has not terminated any furniture contracts in the last five-years for default.

6. Item 2) e – Is the State amenable to change in verbiage in Item (1) completed supplies – request to add, "for which payment has been made in full," and remove Item (2)?

Answer: No, the State will not make changes to the Default Clause.

Vendor #8

I would like to ask the following questions for Solicitation #5400002660 – Furnish and Deliver New Wood Furniture Throughout South Carolina:

1. Can we offer laminate, and if so, does it have to be high pressure or can it be melamine?

Answer: Laminate can be offered and it can be high pressure or melamine provided it meets all requirements of the bid.

2. What are the guidelines from the state for requests to add new product to this contract after award? When and how can vendors submit?

Answer: Contractors can add new product at anytime throughout the contract provided it meets all terms and conditions of the bid. To add new product, an electronic copy of the pricing and product information must be mailed or emailed to this office and the information must be available online at the contractor's web site before the product will be approved.

3. Are price increases allowed any time during this contract? What does a vendor need to provide when submitting a price increase?

Answer: If a contractor issues a new price list during the contract, they must submit an electronic copy to this office.

4. Can the discount structure be changed after award to reflect an increase in discount?

Answer: Yes

5. Does the state need to approve servicing dealers for awarded manufacturers? If so, when and how can changes to servicing dealers be submitted after award?

Answer: Provided a completed attachment A and B are submitted for a servicing dealer, they will be approved (provided they have not been disbarred and they meet the requirement of the solicitation) New dealers can be added at any time during the contract by submitting a completed copy of Attachment A and B to this office.

Vendor #9

1. Do you want just the dealer's address / location on Attachment B, or would you also like the point of contact information, phone, fax, email, etc...?

Answer: If the point of contact information (phone, fax, email, etc), is different from that on Attachment A (for example, if a dealer has a different contact person for different counties) then include the information on Attachment B.

END OF AMENDMENT 1